State of California DEPARTMENT OF FISH AND GAME

Resources Management & Policy Division Biogeographic Data Branch California Natural Diversity Database

LICENSE AGREEMENT January 2007

You are subject to the following terms and conditions with regard to the purchase and/or use of data from the California Natural Diversity Database (CNDDB). By installing and using the CNDDB application, you agree to the following:

- 1. a. The CNDDB and Spotted Owl databases are proprietary databases owned by the California Department of Fish & Game.
 - b. You may make copies of CNDDB/Spotted Owl data or database applications in digital or hardcopy form for use or distribution within your department, agency, business or corporation¹. This copy privilege does not extend to professional organizations, associations or affiliations².
 - c. Subcontractors may have access to these data during the course of any given project, but they must not be given a copy for their use on subsequent, unrelated work³.
 - d. CNDDB/Spotted Owl data may be shared freely between current subscribers.
 - e. You may not resell, redistribute, or repackage the CNDDB/Spotted Owl data or database application in any form.
- 2. The CNDDB is dynamic. We add, modify and update records daily. Therefore you should plan to update your CNDDB data at least once every three months. You now have the option to update the CNDDB data monthly from our website. It is your responsibility to use a current copy of the CNDDB. The Spotted Owl database is periodically updated. Check the FTP site for the current version.
- 3. The CNDDB data require a certain degree of biological expertise for proper analysis, interpretation and application. Our staff are available by phone to advise you in the technical aspects of our data. We can also arrange CNDDB training and orientation for you. It is your responsibility to insure that the data you obtain from us are used correctly. Similar sophistication and expertise are needed to interpret the Spotted Owl data.
- 4. We work every hard to keep the CNDDB as current and up-to-date as possible given our capabilities and resources. However, we cannot and do not portray the CNDDB as an exhaustive and comprehensive inventory of all rare species and natural communities statewide. Field verification for the presence or absence of sensitive species will always be an important obligation of our customers. Likewise, your contribution of data to the CNDDB is equally important to the maintenance of the CNDDB. Whenever possible, we request that data be submitted using our online field survey form along with a map with the rare populations or stands indicated.
- 5. As a professional courtesy, we ask that you acknowledge the CNDDB as the source of your information whenever you use CNDDB data in your reports, papers, publications or in maps that incorporate CNDDB graphic elements⁴.

¹ The definition of "your department, agency, business or corporation" is your local work environment. Unless otherwise negotiated, assume the CNDDB product is for use by your office and sister offices in California.

² Such groups may not purchase one subscription for distribution to all members of the group.

³ Consulting firms that subcontract work on portions of a project to another contractor that is not a subscriber, may share the CNDDB data for that project. However, the subcontractor must return the data to the subscriber when that work is completed. Counties that subscribe to the CNDDB may not share their subscription copy of RareFind with all consultants that develop EIRs for their Planning Office; those consultants should subscribe individually to the CNDDB.

⁴ California Natural Diversity Database, Biogeographic Data Branch, Department of Fish and Game Date (insert date information <u>purchased</u> (Version Date), see <u>lower left corner of printout or opening screen of RareFind</u>).